

Samsung #YouMake Contest

CONTEST RULES AND REGULATIONS

NO PURCHASE NECESSARY TO ENTER OR WIN. THIS CONTEST IS INTENDED FOR ENTRY IN THE UNITED STATES ONLY AND WILL BE GOVERNED BY U.S. LAW. DO NOT ENTER IF YOU ARE NOT ELIGIBLE OR LOCATED OUTSIDE THE UNITED STATES AT THE TIME OF ENTRY. VOID IN PUERTO RICO AND WHERE PROHIBITED.

By entering this Contest, entrants agree to abide by the Contest rules and regulations (the "Official Rules"). The decisions of the Sponsor and/or the independent contest organization with respect to all aspects of the Contest are final. The Contest is in no way sponsored, endorsed, or administered by, or associated with Instagram. You understand that you are providing your information to the Sponsor and not to Instagram. The information you provide will only be used to administer the Contest in accordance with the Sponsor's privacy policy. Instagram is completely released of all liability by each entrant in this Contest. Any questions, comments or complaints regarding the Contest must be directed to the Sponsor and not Instagram.

1. SPONSOR & CONTEST PERIOD: The Samsung #YouMake Contest (the "Contest") is sponsored by Samsung Electronics Co., Ltd (the "Sponsor"). The Contest commences at 9:00:00 AM (ET) on May 9, 2022 and will end at 11:59:59 PM (ET) on May 28, 2022 (the "Contest Period"). All times are Eastern times.

2. ELIGIBILITY: The Contest is open to legal residents of the fifty (50) United States and the District of Columbia who are eighteen (18) years of age or older at the time of entry. Employees, officers and directors of the Sponsor and its parent, subsidiary and affiliated companies, and their advertising, fulfillment, and promotion agencies involved in the development and administration of the Contest (collectively "Contest Parties") and the immediate family members (spouse, parent, child, sibling, and their respective spouses, regardless of where they reside) and household members, whether or not related, of each of the foregoing are not eligible to participate. Subject to all applicable federal, state, and local laws and regulations. Participation constitutes entrant's full and unconditional agreement to these Official Rules, which are final and binding on all matters related to the Contest.

3. HOW TO ENTER:

STEP 1: Take a video explaining, in 30 seconds or less, one or more of the following elements: (i) how you use customization to express your unique style and personality; (ii) what you would use a customizable Samsung product for; (iii) if you could create your own customized design, what would it look like?; and/or (iv) How would you use one of Samsung's customizable products to create the ultimate experience in your home? (collectively the "Content").

STEP 2: Upload your Content (see rule 5 Submission guidelines) from your Instagram account ("Submission") and include (i) the following hashtag #youmakecontest (the "Hashtag"); and (ii) mention (the "Mention") @SamsungUS.

STEP 3: Post your Submission to your Instagram Account as an in-feed post to receive one (1) entry (the "Entry") into the judging process (see rule 7) (subject to compliance with these Official Rules and the Submission guidelines in rule 5). Entrants are subject to Instagram's Terms of Use; these can be found at <https://help.instagram.com/478745558852511>. Sponsor is not responsible in any way for any decisions Instagram makes regarding the Entrant's account with Instagram. To enter through the Instagram method of entry, you must have an Instagram account. If you do not have an Instagram account, you will need to create one. Download the Instagram App on your smartphone and follow the instructions to register for a free account.

By using Instagram through a wireless mobile device, standard text messaging and/or data rates may apply for each message sent or received from your device. Other charges may also be applied by your wireless carrier (consult your wireless plan for details before participating via wireless mobile device). Proof of participation by wireless mobile device is not a condition of entry. By posting a Submission to Instagram with the Hashtag and Mention, you are confirming that you have read and accept the Official Rules.

4. ENTRIES: Please note, all Submissions submitted as an Entry through Instagram must be set to public. Entries must comply with the Submission guidelines detailed in rule 5 to be eligible. Limit of one (1) Submission per person per day during the Contest Period and each Submission must be unique. For purposes of these Official Rules, a "day" is defined as any twenty-four (24) hour period during the Contest Period beginning at 12:00:00 AM ET and ending at 11:59:59 PM ET. Multiple, separate posts contributed to the Hashtag will not increase the chances of winning. Anyone found to use multiple accounts to enter the Contest will be ineligible. Anyone found "spamming" by posting multiple unrelated updates or comments or by sending large numbers of duplicates to @SamsungUS will be disqualified. You may only use one (1) Instagram account to enter the Contest. Any person who is found to have entered in a fashion not sanctioned by these Official Rules and/or who has submitted more than the number of Entries permitted by these Official Rules will be disqualified. Proof of transmission (screenshots or captures, etc.) does not constitute proof of delivery. Entries generated by script, macro, robotic, programmed, or any other automated means are prohibited and will be disqualified. The Sponsor will not be responsible for late, lost, illegible, falsified, damaged, misdirected, mutilated, garbled or incomplete Entries, which will be void. Proof of posting an Entry is not proof of receipt by Sponsor. All Entries must be posted by 11:59:59 PM ET on May 28, 2022 (the "Contest Close Date") to be entered into the judging process (see rule 7). In the event an entrant posts inappropriate content, in the sole discretion of the Sponsor, he or she will be disqualified. Any Entries that do not satisfy the requirements set out in rule 5 will be removed and be ineligible for entry into the Contest.

BY SUBMITTING AN ENTRY, YOU ARE REPRESENTING AND WARRANTING THAT YOUR ENTRY COMPLIES WITH ALL CONDITIONS STATED IN THESE OFFICIAL RULES. YOUR REPRESENTATIONS AND WARRANTIES ARE CONTINUING REPRESENTATIONS AND WARRANTIES. THEY MUST BE TRUE AT ALL TIMES DURING THE CONTEST. THE RELEASED PARTIES (AS DEFINED IN RULE 9) WILL BEAR NO LEGAL LIABILITY, EXPRESSED OR IMPLIED, REGARDING THE USE OF THE ENTRY BY THE SPONSOR. THE RELEASED PARTIES SHALL BE HELD HARMLESS BY YOU IN THE EVENT IT IS SUBSEQUENTLY DISCOVERED THAT YOU HAVE DEPARTED FROM OR NOT FULLY COMPLIED WITH ANY OF THE OFFICIAL RULES.

5. SUBMISSION GUIDELINES:

- i. All Content submitted:
 - a. must be submitted through Instagram as an in-feed Post (not a story);
 - b. must be responsive to the call-to-action, e.g. a video showing/discussing at least one (1) of the Content elements (described in rule 3);
 - c. A submitted video must be no longer than 30 seconds;
 - d. must include the hashtag #youmakecontest;
 - e. must include the mention @SamsungUS;
 - f. must be intended for family audience viewing and contain only content that, in the sole and unfettered discretion of the Sponsor, is suitable for all persons, including persons under the age of 13;
 - g. not contain any nude, sexually explicit, disparaging, discriminatory, libelous, or other inappropriate content of any kind whatsoever;
 - h. must not contain any content that promotes any product or service other than that of the Sponsor;
 - i. must not contain any language suggesting or encouraging illegal activity;
 - j. must not contain anything that infringes or that may infringe anyone's rights, including intellectual property rights;
 - k. must not contain any personal information;
 - l. must not contain any copyrighted works (other than as owned by the eligible Entrant) or third-party content that may be subject to and protected by intellectual property laws, including but not limited to artwork and photographs;
 - m. must contain entirely original materials that have never before been published or selected as a winner in any other contest;
 - n. must not contain any identifiable third-party products and/or trade-marks, brands, logos or copyright, other than those of the Sponsor;
 - o. must not contain any reference to or likeness of identifiable third-parties, unless consent has been obtained from all such individuals and such individuals are of the age of majority.

PRIZES: There will be ten (10) prizes (collectively referred to as the "Prizes" and each, a "Prize") available to be won. Each Prize consists of (i) one (1) Samsung Bespoke Three-Door French Door or Four-Door French Door refrigerator with an approximate retail value (the "ARV") of \$2798.96 (USD); (ii) one (1) Samsung Z Flip3 5G Bespoke with an ARV of \$1099.99 (USD); (iii) one (1) Samsung Galaxy Watch4 40mm with an ARV of \$249.99 (USD); and (iv) one (1) Samsung 65" The Frame QLED 4K Smart TV with an ARV of \$1799.99 (USD). The total approximate retail value of each Prize is \$5948.93 (USD). Customizations and color options will be dependent on availability at the sole discretion of the Sponsor.

Limit of one (1) Prize per person in the entire Contest. Prizes must be accepted as awarded without substitution and are not transferable, not for resale and have no cash surrender value, except where required by law. Prizes are subject to availability and subject to change at Sponsor's sole discretion. Federal, state, and local taxes and all other costs and expenses associated with acceptance and use of a Prize not specified herein as being awarded are winner's sole responsibility.

7. JUDGING PROCESS: A judging process will take place between May 30, 2022 and June 2, 2022 (the "Judging Period") in New York, USA to determine the ten (10) potential Prize winners. Representatives (the Judges) of the Sponsor will judge the Submissions received and assign a score out of 90 (the "Score") on the basis of: (i) sharing one (1) or more of the Content elements listed in rule 3 in a unique and authentic way; (ii) being creative & inspirational; and (iii) sharing how their needs will be met by using the Samsung customizable products (collectively, the "Criteria"). Each Criteria component will be based out of a Score of 30 and will be weighed equally. The Entries with the top ten (10) Scores will be deemed the potential winners of a Prize (the "Potential Winner"). In the event, one or more Entries with the highest Score(s) cannot be declared the Prize winners (as per the requirements set out in rule 8), the eligible Entry(s) with the next highest Score(s) will be deemed the Potential Winner(s) and so on, until all ten (10) Prize winners are confirmed or there are no more eligible Entries, whichever comes first (see rule 8). Judging will be completed on or about June 3, 2022 (the "Judging Completion Date"). Odds of being selected depend on the number of Entries received during the Contest Period and the Judges' decisions based on the Criteria set out above. In the event of a tie, the winner will be determined by random draw among the tied Submissions.

8. The Sponsor will attempt to contact each Potential Winner by sending a direct message to the entrant's Instagram account and/or a comment on the Potential Winner's Entry within five (5) business days of the applicable Judging Completion Date. The Potential Winner associated with the Instagram account will then be asked to reply via Instagram private message (the "Private Message") to provide his/her contact information including full name, email address, state of residence, and telephone number (the "Contact Information") within two (2) business days so that they may be contacted (the "Notification") and issued an Affidavit of Eligibility, a Liability Release and, where lawful, a Publicity Release (the "Release"). If a Potential Winner (a) does not reply via Private Message with his/her contact information within two (2) business days; or (b) fails to return the properly executed Release within the specified time (see rule 9), then they will be disqualified and the next eligible entrant with the highest score will be selected until such time as contact is made with a Potential Winner or there are no more eligible Entries, whichever comes first. The Sponsor will not be responsible for failed attempts to contact a Potential Winner.

9. If a Potential Winner cannot or does not respond within five (5) business days from the first Notification attempt through email and/or telephone, then such person may be disqualified, and the Prize may be forfeited. Potential Winners will be required to complete, sign, and return an Affidavit of Eligibility, a Liability Release and, where lawful, a Publicity Release (the "Release") within five (5) business days of receipt of notification. If documents are not returned timely, or if the Prize notification or Prize is returned as non-deliverable, the Prize may be forfeited. If any winner is found to be ineligible or not in compliance with these Official Rules, the Prize will be forfeited. Winners are responsible for all taxes on Prizes (including but not limited to federal, state, and local income taxes). The Prizes will be coordinated by the Sponsor with the Winners upon receiving the fully completed Release within six (6) to eight (8) weeks. Upon receiving the Prize, the Winner(s) must post what their new space looks like and how they feel about it on Instagram with the hashtag #YouMakecontestwith a mention of @SamsungUS.

10. If a dispute arises regarding who submitted an Entry, the Entry will be deemed to have been submitted by the authorized account holder of the Instagram account used at the time of Entry. The authorized account holder is defined as the natural person who is assigned the Instagram Account by Instagram. An Entrant may be required to provide proof that he/she is the authorized account holder of the Instagram account associated with the Entry.

11. CONDITIONS OF PARTICIPATION: Participants agree (a) to obey these Official Rules and the decisions of Sponsor which are final and binding, (b) that the Contest Parties will have no liability whatsoever for, are released and shall be held harmless by participants against any liability for any injuries, losses or damages of any kind to persons, including death, or property resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any Prize or participation in this Contest, and (c) accept where legally prohibited, winners grant (and agree to confirm that grant in writing) permission to Sponsor, the Contest Parties and those acting under Sponsor's authority the right to the use of his/her name, photograph, likeness, voice, image and biographical information and statements for advertising, trade, publicity and promotional purposes without additional compensation, in all media now known or hereafter discovered, worldwide and on the Internet and World Wide Web, without notice, review or approval.

12. GENERAL: Acceptance of a Prize constitutes Prize winner's permission for Sponsor to use Prize winner's name, photograph, likeness, voice, biographical information, statements and address (city and state) for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter developed, in perpetuity, without further compensation, unless prohibited by law. By entering the Contest, entrants agree to abide and be bound by the Official Rules and the decisions of the Sponsor with respect to all aspects of the Contest, which are final and binding in all respects relating to this Contest. Entrants agree that the Contest Parties, their respective affiliates, directors, employees, officers and agents ("Released Parties") shall (A) not be responsible or liable for, and are hereby released and held harmless from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Contest or any Contest-related activity (including, without limitation, travel), or from entrants' acceptance, receipt, possession and/or use or misuse of any Prize, and (B) have not made any warranty, representation or guarantee, express or implied, in fact or in law, with respect to any Prize, including, without limitation, to such Prize's quality or fitness for a particular purpose. The Released Parties assume no responsibility for any damage to an entrant's or any other person's computer system or wireless phone which is occasioned by accessing the Website or otherwise participating in the Contest, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature. Without limiting the generality of the foregoing, the Sponsor is not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, stolen entries, email or mail or Prize notifications; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information. The Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Contest or the Website, to be acting in violation of these Official Rules, or to be acting in a disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Contest, or to annoy, abuse, threaten or harass any other person, and the Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. No mechanically reproduced, illegible, incomplete, forged, software-generated or other automated multiple entries will be accepted. The Sponsor reserves the right to modify, extend, suspend, or terminate the Contest if it determines, in its sole discretion, that the Contest is technically impaired or corrupted or that fraud or technical problems; failures or malfunctions or other causes have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Contest. In the event that the Sponsor is prevented from awarding Prizes or continuing with the Contest as contemplated herein by any event beyond its control, the Sponsor shall have the right to modify, suspend, or terminate the Contest. If the Contest is terminated or suspended before the end of the Contest Period, notice thereof will be posted on the Website and the Sponsor will (if possible) select winner(s) based on the Judging Process in rule 7 from all eligible, non-suspect registered entrants as of the date of the event giving rise to the termination which shall be each entrant's sole and exclusive remedy under such circumstances. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. The Sponsor reserves the right to correct clerical or typographical errors in promotional materials or these Official Rules.

13. Released Parties are not responsible for lost, incomplete, illegible, late, misdirected, stolen, inaccurate, or mutilated entries; or for errors or problems of any kind, whether typographical, printing, human or otherwise, relating to or in connection with this Contest, including without limitation, errors or problems which may occur in connection with the administration of this Contest, the processing of entries, the announcement of the Prizes or in these Official Rules, in any drawing-related advertisements or other materials; or for inaccurate entry information, whether caused by equipment, programming used in this Contest, human processing error, or otherwise. Sponsor reserves the right, in its sole discretion, to void any and all entries of an entrant (and disqualify him/her) who Sponsor believes has attempted to tamper with or impair the administration, security, fairness, or proper play of this Contest.

14. GOVERNING LAW: By entering, entrants agree that all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, participant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of New York without giving effect to any choice of law or conflict of law rules. By entering, entrants consent to the jurisdiction and venue of the federal, state and local courts located in the state of New York.

15. WINNERS LIST: For the names of the winners of the Prizes, send a self-addressed, first-class stamped envelope to: Samsung #YouMake Contest, Cheil USA, 837 Washington St - 4th floor, New York NY 10014. Requests must be received by August 31, 2022.

16. SPONSOR: Samsung Electronics Co., Ltd located in 129 Samsung-ro, Yeongtong-gu, Suwon-si, Gyeonggi-do, Korea.